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20 ZIAD TAKIEDDINE

21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA
23 (SAN FRANCISCO DIVISION)

24 SQUIRE, SANDERS & DEMPSEY
25 L.L.P., a Limited Liability Partnership,

26 Plaintiff,

27 vs.

28 ZIAD TAKIEDDINE,

Defendant.

Case No. CV 09-03699 SI

**JOINT CASE MANAGEMENT
STATEMENT AND RULE 26(f) REPORT**

Date: September 26, 2010
Time: 2:30pm
Room: Courtroom:10
Before: Hon. Susan Illston

1 The parties to the above-entitled action jointly submit this Case Management Statement
 2 and Rule 26(f) Report pursuant to Civil Local Rule 16-9 and Rule 26(f)(2). Plaintiff in this case
 3 is Squire, Sanders & Dempsey L.L.P. (“SSD”). Defendant in this case is Ziad Takieddine (“Mr.
 4 Takieddine”).

5 The parties have reached **a settlement in principle**, and Mr. Takieddine has satisfied the
 6 monetary portion of that settlement. Part of the consideration for the settlement, however, is that
 7 Mr. Takieddine release SSD of any claims he may have against SSD, which release has not yet
 8 been executed by Mr. Takieddine. Upon receipt of Mr. Takieddine’s signed counter-part to the
 9 parties’ settlement agreement, SSD will dismiss this Action with prejudice. Until such time,
 10 however, SSD reserves all rights against Mr. Takieddine.

11 The parties respectfully request that the Court continue this CMC for two weeks to
 12 **November 9, 2010** in order to conclude their settlement.

13 **I. JURISDICTION AND SERVICE**

14 The basis for the Court’s subject matter jurisdiction over this action is 28 U.S.C. §1332.
 15 The parties agree that there is diversity of citizenship between SSD and Mr. Takieddine and the
 16 amount in controversy exceeds \$75,000, exclusive of interest and costs. All parties have been
 17 served.

18 **II. FACTS**

19 **SSD’s Statement:** In March 2009, SSD and Mr. Takieddine entered into an Engagement
 20 Agreement whereby SSD would provide legal services to Mr. Takieddine in exchange for
 21 payment. Despite accruing an accounts receivable of \$155,545.00, Mr. Takieddine has, to date,
 22 failed to pay any amount to SSD for its services.

23 **Mr. Takieddine’s Statement:** Mr. Takieddine agrees that the parties entered into an
 24 Engagement Agreement whereby SSD would provide legal services to Mr. Takieddine in
 25 exchange for payment. The parties disagree as to the scope of work performed and the
 26 reasonableness of the fees allegedly incurred.

1 **III. LEGAL ISSUES**

2 **SSD's Statement:** This dispute involves limited legal issues relating to construction and
3 interpretation of Mr. Takieddine's Engagement Agreement with SSD.

4 **Mr. Takieddine's Statement:** In addition to the issues identified by SSD, there are legal
5 issues involving the authority of one law firm to direct the actions of another law firm.

6 **IV. MOTIONS**

7 No dispositive motions are expected.

8 **V. AMENDMENT OF PLEADINGS**

9 No amendments to the pleadings are anticipated.

10 **VI. EVIDENCE PRESERVATION**

11 **SSD's Statement:** SSD has taken all necessary steps to preserve evidence related to this
12 action. Counsel for Mr. Takieddine has been unable to confirm whether Mr. Takieddine has
13 preserved all relevant evidence.

14 **Mr. Takieddine's Statement:** Mr. Takieddine has been directed to preserve all relevant
15 evidence.

16 **VII. INITIAL DISCLOSURES**

17 The parties have agreed to serve initial disclosures by July 6, 2010.

18 **VIII. DISCOVERY**

19 Discovery is complete.

20 **IX. CLASS ACTIONS**

21 This action is not appropriate for class action status.

22 **X. RELATED CASES**

23 No cases have been related to this action pursuant to LR 3-12. However, SSD notes that
24 Defendant has been sued for fees by at least two other law firms in the following actions:

- 25 • In New York, SSD commenced an action to freeze assets ancillary to this case: *Squire*
26 *Sanders & Dempsey v. Takieddine*, New York Supreme Court Index No.
27 651494/2010.
- 28 • In New York: *Sullivan & Worcester, L.L.P. v. Ziad Takieddine*, New York Supreme

Court Index No. 111249-2009.

- In the United Kingdom: *Laytons Solicitor (A Firm) v. Ziad Takieddine et al.*, High Court of Justice, Queens Bench Division, Claim No. HQ09X03835.

XI. RELIEF

SSD seeks a judgment that Mr. Takieddine must pay SSD: (1) damages totaling \$155,545.00 for Mr. Takieddine's breach of the Engagement Agreement; (2) SSD's pre-judgment interest; (3) SSD's costs of suit incurred herein. SSD also seeks such other, further, and/or different relief as the Court may deem just and proper.

XII. SETTLEMENT AND ADR

The parties have reached a settlement in principle, and Mr. Takieddine has satisfied the monetary portion of that settlement. Part of the consideration for the settlement, however, is that Mr. Takieddine release SSD of any claims he may have against SSD, which release has not yet been executed by Mr. Takieddine. Upon receipt of Mr. Takieddine's signed counter-part to the parties' settlement agreement, SSD will dismiss this Action with prejudice. Until such time, however, SSD reserves all rights against Mr. Takieddine.

XIII. CONSENT TO MAGISTRATE JUDGE FOR ALL PURPOSES

The parties do not agree to assignment to a Magistrate.

XIV. OTHER REFERENCES

There are no other references.

XV. NARROWING OF ISSUES

Parties are not currently aware of any mechanism to narrow the issues in this case.

XVI. EXPEDITED SCHEDULE

Given the passage of time, this case is appropriate to be handled on an expedited basis with streamlined procedures, as noted by the Court during the June 18 hearing of Mr. Takieddine's motion to set aside the default.

XVII. SCHEDULING

The Court previously set a trial schedule to which the parties do not object.

XVIII. TRIAL

SSD suggests that the parties engage in a one day bench trial. Mr. Takieddine is considering SSD's request for a bench trial. He has not yet waived his right to a jury trial.

XIX. DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR PERSONS

Both parties have filed the "Certification of Interested Entities or Persons" required by Civil Local Rule 3-16. SSD's Certificate can be found at Dkt. No. 5. Mr. Takieddine's Certificate can be found at Dkt. No. 16.

XX. RULE 26(f) REPORT**A. Changes in Rule 26(a) Disclosures.**

The parties do not propose changes or modifications to Rule 26(a) disclosures.

B. The Subjects And Completion of Discovery.

Discovery is complete.

C. Disclosure and Discovery of Electronically Stored Information.

Discovery is complete.

D. Attorney-client Privilege and Work-Product Issues

The parties note that much of the evidence in this case will involve attorney client communications by and between Mr. Takieddine and SSD, as well as between Mr. Takieddine and his counsel in other cases. SSD will endeavor to submit under seal any evidence it will use to support its claims or rebut Takieddine's defenses that is perceived to be privileged.

E. Changes or Limitations on Discovery

Discovery is complete.

1 Dated: October 19, 2010

Respectfully submitted,

2 SQUIRE, SANDERS & DEMPSEY L.L.P.

3
4 By: _____ /s/ _____
5 Joseph A. Meckes

6 Attorneys for Plaintiff
7 SQUIRE, SANDERS & DEMPSEY L.L.P.

8 Dated: October 19, 2010

HINSHAW & CULBERTSON L.L.P.

9
10 By: _____ /s/ _____
11 David L. Winnett

12 Attorneys for Defendant
13 ZIAD TAKIEDDINE

14 The case management conference has been continued to Nov. 10, 2010 at
15 2:30 p.m.

